RNI No. MAHBIL /2009/31733

सत्यमेव जयते

महाराष्ट्र शासन राजपत्र

असाधारण भाग चार-अ

वर्ष १२, अंक ९०] बुधवार, जुलै १५, २०२६/आषाढ २४, शके १९४८ [पृष्ठे २४, किंमत : रुपये १५.००

असाधारण क्रमांक ३०५

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने केंद्रीय अधिनियमांन्वये तयार केलेले
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

HOME (TRANSPORT) DEPARTMENT

Mantralaya, Madam Cama Marg, Hutatma Rajguru Chowk,
Mumbai 400 032, Dated 15th July 2026.

NOTIFICATION

MOTOR VEHICLES ACT, 1988.

No. MVR-0821/C.R. 95/Tra-2.—In exercise of the powers conferred by sections 73, 74 and 93 of the Motor Vehicles Act, 1988 (59 of 1988), in its application to the State of Maharashtra and of all other powers enabling it in this behalf, the Government of Maharashtra hereby makes, the following rules, the same having been previously published as required by section 212 of the said Act, namely :—

CHAPTER – I

PRELIMINARY

1. *Short title.*—These rules may be called the Maharashtra Motor Vehicle Aggregator Rules, 2026.

2. *Definitions.*—

(1) In these rules, unless the context otherwise requires,—

(a) "Act" means the Motor Vehicle Act, 1988 (59 of 1988);

(b) "aggregator" means the aggregator as defined in clause (*1A*) of section 2 of the Motor Vehicles Act, 1988, as amended from time to time.

(c) "App" means an electronic interface operated by the Aggregator or any third party on behalf of the Aggregator, which shall be accessed either through a computer resource or a communication device;

(d) "Area of Operation" means the area for which Contract Permit, which can be one or more cities within the State of Maharashtra, or entire State of Maharashtra has been obtained by the Licensee from the Licensing authority;

(e) "Carpooling Arrangement" means a journey undertaken using a motor car driven by a driver-user for his private purpose, along with traveler-users, with departing point and final destination being determined by the driver-user;

(f) "Digital Platform" means any mobile application, website or electronic interface, by whatever name called, used to facilitating aggregator services for transport vehicles, including but not limited to taxis, auto-rickshaws, or similar services.

(g) "Carpooling Intermediary" means any entity which owns, operates, or manages a carpooling intermediary platform used for the purpose of connecting users for a Carpooling Arrangement;

(h) "Carpooling Intermediary Platform" means a digital or electronic interface, including an app and a website, allowing users to connect for a Carpooling Arrangement;

(i) "communication device" means communication device as defined in clause (*ha*) of section 2 of the Information Technology Act, 2000 (21 of 2000);

(j) "Competent Authority" means the respective Regional Transport Authority or State Transport Authority as the case may be duly authorized to issue licence under section 93 of the Motor Vehicle Act, 1988;

(k) "Comprehensive Insurance Policy with add-on Passenger Cover the Act" means an insurance policy issued by an authorized insurer as defined in clause (a) of section 145 of the Act, that provides overall protection to the motor car owner against damages to the motor car as a result of theft, fire, vandalism, natural disasters, third party liability and such other damages that may arise along with an add-on coverage of rupees five lakh to insure against harm caused during an accident to any other persons in a motor car, not including the driver-user;

(l) "computer resource" means computer resource as defined in clause (*k*) of section 2 of the Information Technology Act, 2000;

(m) "convenience fees" means an additional fee chargeable to the rider over and above the base fare, to account for the services rendered by the aggregator;

(n) "Convenience fee model" means a pricing mechanism whereby convenience fee is imposed upon the rider in excess of the base fare. The imposition of such a fee is subject to the following conditions,—

(*i*) The Convenience Fee chargeable to the rider shall not exceed five per cent of the base fare for the trip. Concurrently, an equivalent fee not exceeding five per cent of the base fare shall be deducted from the amount due to the rider: Provided that, the convenience fee may be revised from time to time by the State Transport Authority.

(*ii*) In no event shall the aggregate of all convenience fees, whether collected from the rider or deducted from the amount due to the rider, exceed ten per cent. of the base fare for the trip, subject to any revision as may be carried out by the State Transport Authority.

Explanation.— For instance, if the base fare for a trip is rupees hundred, the total amount to be collected from the rider shall be rupees one hundred and five out of this total amount, rupees five shall be retained by the aggregator as the convenience fee. Simultaneously, out

of the base fare due to the driver, herein rupees hundred, an amount of rupees ninety five shall be credited to the driver's account, and rupees five shall be credited to the aggregator's account.

(o) "Cost of Ride in a Carpooling" means the total cost for a specific journey in a carpooling arrangement and shall include the following components,-

(i) Fuel Cost:- the expense incurred for fuel used during the journey;

(ii) Toll Fees:- any toll charges paid during the journey;

(iii) Amortization of the Motor Car:- the proportionate share of the vehicle's depreciation for the duration of the journey.

(iv) Insurance Premiums:- the relevant portion of the premiums for third-party and comprehensive insurance policies, including passenger add-on coverage.

Explanation.—For the purpose of this definition, the cost of ride shall not, in any case exceed the base fare fixed by Regional Transport Authority (RTA) for a comparable cab for a comparable journey.

(p) "Driver-User" means a user who uses a Carpooling Intermediary for listing of journeys to be undertaken by him;

(q) "Fare" means the total amount chargeable by the aggregator to the rider upon completion of ride booked through the aggregator's app, and the fare shall not include toll charges, parking charges and Goods and Services Tax, wherever applicable;

(r) "Fees" mean the charges in respect of a license as prescribed under rule 24 of these rules;

(s) "Form" means the form appended to these rules;

(t) "Grievance Officer" means a person appointed by the aggregator for the purposes of redressal of grievance of passenger or driver;

(u) "Induction Training Programme" means prescribed under sub-rule (*2*) of rule 6;

(v) "Intercity Rides" means any journey undertaken by a motor vehicle for hire, facilitated by an aggregator, for transportation of passengers between two District, Municipal areas or Metropolitan region within the State. where the total distance of such a journey exceeds one hundred kilometres;

(w) "Intracity Rides" means any journey undertaken by a motor vehicle for hire, facilitated by an aggregator, for transportation of passengers within the areas of a single municipal jurisdiction or metropolitan region within the State. Such journeys shall occur entirely within the limits of the respective district, city, or town and shall not exceed a total distance of hundred kilometres;

(x) "journey" means a trip whether undertaken or proposed on a specified date and time from the place of departure to the destination and may include the type of class of the motor vehicle used to undertake the travel plan;

(y) "licence" means the licence issued to an Aggregator by the competent authority;

(z) "licensee" means an Aggregator who holds License issued by the State Government;

(aa) "list or listing" means the publication of a prospective Journey on the Carpooling Intermediary Platform by a driver-user who intends to undertake such a journey in a motor car driven by him;

(bb) "motor car" means the motor car as defined in clause (*26*) of section 2 of the Act;

(cc) "Off-Boarding" means the removal of an integrated vehicle, driver, or both from the Aggregator;

(dd) "On-Boarding" means the integration of a vehicle, along with the driver and where the driver and owner are different also the owner with the Aggregator and for the purposes operating such vehicle through the Aggregator;

(ee) "Rating" means an assessment of the quality of a trip availed by a rider, on the successful completion of such trip;

(ff) "Refresher Training Programme" means a training session conducted every five years for drivers integrated with the aggregator through a driving training institute recognized by the State Government, for a period of at least minimum two days for cumulated not less than ten hours, which may be delivered physically or virtually. The session shall include but shall not be limited to, the course prescribed under the Induction Training Programme;

(gg) "Remedial Training Programme" means a training courses conducted by Institute of Driving Training Research (IDTR), Regional Driving Training Centre (RDTC), and Advance Driving Training Centre (ADTC) or any other institute recognized by the State Government and accredited in Form 11(*A*) by the competent authority, shall be compulsorily undertaken by drivers whose average rating for any half financial year is below two stars on a scale of five stars, or equivalent thereof in any other rating scale;

(hh) "Rider" means a person who books a journey through the aggregator app for availing the transportation provided by the aggregator through a vehicle integrated with the aggregator.

Explanation.—For the purpose of this clause the expression "rider" shall also include a person refers to an individual who has booked the ride and extends to any other individual on whose behalf the ride is booked;

(ii) "Security Deposit" means the amount payable by an aggregator applying for a license for continued operation and services in compliance with the conditions laid down by the Regional Transport or the Competent Authority and shall be furnish in the form of bank guarantee, unless provided otherwise;

(jj) "Service Fee" means a platform fee or a convenience fee charged by the Carpooling Intermediary to the Users for facilitating a Car pooling Arrangement through the Carpooling Intermediary;

(kk) "Service Provider Contract" means the contract executed between the aggregator and the vehicle owner or the driver and owner if the driver is not the owner and which specifies the contractual rights and obligations of all parties;

(ll) "State" means the State of Maharashtra;

(mm) "Surge Model" means a dynamic pricing mechanism which permits the escalation or de-escalation of base fare approved by Authority in accordance with real-time supply and demand, subject to the conditions namely :—

(*a*) The fare under this model may be reduced to a level not less than Twenty Five per cent., below the base fare as prescribed by the respective Regional Transport Authority (RTA) or as provided under these rules and may increase to a level not exceeding 1.5 times the base fare.

(*b*) Activation of increase pricing shall be permissible solely during intervals of increased demand and shall be conspicuously displayed within the application.

(nn) "Surge or Dynamic Pricing" means the output of the fare algorithm of the fare of the aggregator, where by the fare of a journey is raised when demand for trips exceeds supply of vehicles;

(oo) "Terms and Conditions" means a document or set of documents specifying the service conditions of the Carpooling Intermediary, including, but not restricted to such matters relating to privacy policy, grievance redressal mechanism, protocols for use and storage of customer data, codes of conduct for users and cancellation policy;

(pp) "traveller-user" means a user who chooses a Listing as a traveller upon considering the respective Listings made by driver-users and enters into a Car pooling Arrangement directly with the driver-user through the Carpooling Intermediary Platform;

(qq) "Unique License Identification Number (ULIN)" means a unique number issued by the Competent Authority to each licensed Aggregator.

(rr) "User" means a person who registers on the Carpooling Intermediary Platform for the purpose of undertaking Carpooling Arrangements and who may take the role of either a driver-user or a traveler-user depending on the Carpooling Arrangement.

(2) Words and expressions used in these Rules and not defined herein shall have the same meanings as are respectively assigned to them in the Act and the rules made thereunder.

CHAPTER – II

GENERAL

3. *Applicability*.—(*1*) These rules shall be applicable to any aggregator operating within a State of Maharashtra, holding a valid permit and the driver engaged on-board passenger transport vehicles in the area of operation permitted by the vehicle permit. The transport vehicles integrated by the aggregator shall include all passenger transport motor vehicles registered under the Act including e-rickshaw:

Provided that, the aggregator, permit holder of the vehicle and the driver shall ensure compliance with all applicable permit conditions in respect of motor cabs, all India tourist cabs, luxury cabs, contract carriage buses, camper vans and other similar public service vehicles except motor cycles, for car pooling arrangement non transport Light motor vehicles are included;

Provided further that, aggregation of motor cycles, Maharashtra Bike-Taxi Rules, 2025 shall apply and aggregator shall be required to obtain separate licence for Bike-Taxi Services.

(*2*) Any owner should not have more than 50 vehicles on-boarded on an app for Mumbai, Pune, Nashik, Nagpur and for the rest of Maharashtra 25 vehicles. This limit is applicable per platform for vendor fleet.

(3) These Rules shall not be applicable to the entities engaged in the sale of tickets for travel by public service vehicles.

(4) These rules shall apply to all digital platforms providing aggregator services to transport vehicles, including taxis and similar services, operating within the State of Maharashtra.

(5) These rules shall not be applicable to entities limiting themselves solely to the provision of an interoperable network to aggregators licensed by the Competent Authority and do not directly undertake on-boarding of drivers, motor vehicles or both.

4. *Application for grant or renewal of License and matters connected therewith.*— (*1*) No applicant shall integrate any driver or represent himself, or operate as an aggregator unless he holds a valid license issued by the Competent Authority.

(*2*) Any person eligible under the criteria mentioned in rule 7 may apply for the grant of a licence in Form I for a surge-pricing base model or for a convenience fee model or private car pooling as the case may be, accompanied by proof of payment of the prescribed fee and security deposit as provided in rules 5 and 6 to the State Transport Authority or respective Regional Transport Authority of the area or areas in which the applicant intends to operate:

Provided that, in case the applicant intends to operate the jurisdiction of more than one Regional Transport Authority, then the applicant may, at his option, apply to the State Transport Authority for a single licence for the entire area in which he intends to operate.

(3) An application made under sub-rule (*2*) shall be decided by the Competent Authority within a period of ninety days from the date of such application in Form I.

(4) On being satisfied that the applicant has complied with all the conditions specified for grant or renewal of a license under these rules, the Competent Authority shall direct the applicant to pay the prescribed licence fee and security deposit within a period of thirty days.

(*5*) On payment of licence fee and security deposit, the Competent Authority shall grant a license to the applicant in Form III, within the period of thirty days from the date of payment.

(6) The list of licenses issued by the Competent Authority under these rules shall be uploaded and updated by the Competent Authority on the Transport Department Portal of the State Government.

(*7*) A License granted shall be valid for a period of Three years from the date of its issuance, and may thereafter renewed by the Competent Authority on an application for renewal made by the aggregator. The intimation of payment of fees for renewal of license shall be made not less than sixty days before the date of its expiry in Form II, subject to compliance with these rules and any suspensions against such aggregator.

(8) A licence granted shall be automatically renewed for further period of five years each, upon the payment of prescribed fees unless it is expressly suspended or denied for reasons to be recorded in writing.

(9) A License issued under these rules may be transferred on a joint application being made by the transferor and transferee subject to compliance with these rules.

(10) Where the license is lost or destroyed, an application for issue of a duplicate shall be made in Form IV along with the prescribed fee. A duplicate license so issued shall be marked “Duplicate” in red ink.

(*11*) No Aggregator shall operate, on board vehicles, or offer transport services or upload or make available its mobile application or digital platform for on boarding of vehicles or drivers without obtaining a valid aggregator licence from the State Transport Authority (STA) or Regional Transport Authority (RTA).

5. *License Fees for Aggregator.*—

Sr. No.	Particulars	Amount in Rupees	Amount in Rupees
		License issued by STA	License issued by RTA (Per district)
1	Grant of license	10,00,000	2,00,000
2	Renewal of license	25,000	5,000
3	Issue of duplicate license	25,000	5,000
4	For noting change of address of the Licensee	25,000	5,000
5	For making appeal in STAT	5,000	5,000

6. *Security Deposit for Aggregator.*—

Sr. No.	Particulars	Amount in Rupees
1	Up to 100 buses or 1000 other motor vehicles	10,00,000
2	Upto 1000 buses or 10000 other motor vehicles	25,00,000
3	More than 1000 buses or 10000 other motor vehicles	50,00,000

7. *Eligibility of an Aggregator for obtaining a Licence.*—(*1*) An applicant shall be eligible to obtain a licence as an aggregator if such applicant is,—

(*a*) a company registered under the Companies Act, 2013 (18 of 2013); or

(*b*) a limited liability partnership registered under the Limited Liability Partnership Act, 2008 (6 of 2009); or

(*c*) a co-operative society constituted by an association of drivers or motor vehicle owners and registered under the Co-operative Societies Act, 1912 (2 of 1912).

(*2*) The applicant shall comply with all applicable laws for the time being in force, including but not limited to,-

(*a*) the provisions of the Act and the rules and regulations made thereunder;

(*b*) the Digital Personal Data Protection Act, 2023 (22 of 2023);

(*c*) the Consumer Protection Act, 2019 (35 of 2019);

(*d*) the Information Technology Act, 2000 (21 of 2000), together with the rules, regulations and guidelines made thereunder.

(*3*) The applicant shall have an office in Maharashtra State.

(*4*) The applicant shall not have been convicted of any offence under the Bharatiya Nyaya Sanhita, 2023 (45 of 2023), or the Information Technology Act, 2000 (21 of 2000), at the time of making the application.

8. *Conditions for grant of License for Aggregator.*—An aggregator submitting an application for obtaining a licence shall ensure compliance with the following condition, namely,—

(a) The aggregator shall conduct or cause to be conducted an Induction Training Programme as prescribed under rule 9 before on-boarding a driver and also for those drivers on- boarded prior to issuance of these rules.

(b) The aggregator shall furnish a written intimation of the commencement of services to the Competent Authority and same shall be updated within a period of six months from the date of grant of licence, failing which the licence may be cancelled by the Competent Authority.

(c) Seventy Two hours prior to commencement of services, the aggregator shall intimate the Competent Authority, and such intimation shall be uploaded on the designated portal by the Competent Authority.

(d) The guidelines, if any, issued by the Central Government or the Government of Maharashtra, in respect of health or public safety shall be followed by the aggregator and the on-boarded drivers.

(e) The aggregator shall provide an option in its app for passengers to get the travel insurance upto rupees five lakh. The charges towards premium of travel insurance shall displayed transparently and separately charged to the passengers.

(f) The aggregator shall not prohibit or restrict the on-boarded drivers from operating with multiple aggregators.

(g) The aggregator shall develop a mechanism in the App enabling for both, the driver and the passenger, to rate of overall the quality and experience of a journey.

(*h*) The aggregator shall permit a motor vehicle holding a valid contract carriage permit and willing to get on-boarded, to be on-boarded to be integrated with the aggregator, subject to compliance with the relevant clauses of these rules.

(i) The aggregator shall not be eligible for grant of licence if its license has been cancelled within the preceding one year.

(j) The Aggregator shall appoint a Grievance Officer who shall be responsible for resolving all the grievances received. The details of the grievances resolved shall be furnish to the Competent Authority through an online process. The details of the Grievance Officer i.e. the name, e-mail address, and telephone number shall be made available by the aggregator on its App and website. If a grievance remains unresolved for a period of 30 days, then the concerned RTO/Dy RTO can take cognisance of the complaint and take decision.

(k) Every aggregator shall display a Unique Licence Identification Number (ULIN) mentioned in license prominently on the mobile application and website submitted to app distribution platforms (e.g. Google Play Store/ Apple App Store) before publishing.

(l) Aggregator to provide dedicated 24/7 call centre for grievance redressal of passengers..

9. *Induction Training Programme.*—(*1*) The Induction Training Programme shall be mandatory training course, of five days duration comprising total of thirty hours for the drivers comprising a combination of in-person and virtual training sessions. The broad details of the course of such program shall be made available online by the aggregator. The course shall provide training to the drivers:

(*i*) to use the Mobile Application of the aggregator;

(*ii*) the relevant provisions of the related Acts and rules;

(*iii*) Motor Vehicles(Driving) Regulations 2017;

(*iv*) first responder training for at least six hours to enable respond to emergencies and to provide assistance in case of road accidents;

(*v*) on careful driving, traffic rules, motor vehicle maintenance, fuel-efficient driving, conduct and behaviour;

(*vi*) on familiarization with the routes;

(*vii*) on the terms and conditions of the agreement executed between the driver and the aggregator;

(viii) special training on gender sensitivity and Divyangjan sensitivity and mobility needs;

(*ix*) such other training as the State Government may specify.

(*2*) The aggregator shall upload details of the induction training structure on the designated portal.

(*3*) The Aggregator shall be to ensure that all drivers integrated with the Aggregator prior to the notified date under sub-rule (*b*) of rule 8 undergo the Induction Training Programme as specified above:

Provided that, the aggregator shall submit their plan of induction training program for the existing drivers in such a way that all existing drivers are trained within a period of one year from the date of issuance of order by the Transport Commissioner from institutes such as IDTR, RDTC, and ADTC for which accreditation is granted in Form 11A as per rule 31B of the Central Motor Vehicles Rules, 1989 by the Competent Authority.

(*4*) The Aggregator shall commence its business operations within six months from the date of grant of the license, failing which the license shall be deemed to have been cancelled and the licence fee will not be refunded to the applicant. However, the full amount of the security deposit will be refunded to the applicant.

(*5*) The aggregator shall comply with all guidelines issued by the Ministry of Health, the World Health Organization, or any other relevant authority or organization concerning public health and safety must be complied with. Additionally, these guidelines are also applicable to ride-pooling services in public service vehicles.

10. *Compliances with regard to drivers.*—(*1*) For the purposes of on-boarding drivers, the aggregator shall ensure that the following conditions are complied with, namely:-

(*i*) The Driver holds a valid proof of identity being an Election Identity Card (EIC card) or Aadhaar card or PAN card.

(*ii*) The driver holds a valid driving licence and public service vehicle badge as per rule 4 of Maharashtra Motor Vehicle Rules, 1989 for concerned vehicle type or class within which the respective vehicle falls throughout the period of on boarding .

(*iii*) The driver has a valid KYC compliant bank account in his name.

(*iv*) The driver has not been convicted within the past three years, for any of the following offence, namely:—

(*a*) the offence of driving under the influence of drugs or alcohol; and

(*b*) any cognizable offence under the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023) and the Bharatiya Nyaya Sanhita, 2023(45 of 2023), including fraud, sexual offences, use of a motor vehicle to commit a cognizable offence, a crime involving property damage or theft, acts of violence, acts of terror or acts constituting nuisance or danger to public.

(*v*) That the driver undergoes a medical examination for fitness, including an eye check-up, by a hospital or medical institution identified by the aggregator or the aggregator shall ensure that the driver submits medical certificate in Form I-A of the Central Motor Vehicles Rules, 1989 not older than six months at the time of on-boarding.

(*vi*) That the driver undergoes a psychological analysis conducted by the aggregator to determine whether they are fit to be on-boarded. The cost towards medical fitness and psychological test of the driver to be borne by aggregator.

(*vii*) That the character and antecedents of the driver are verified by the Police at least seven days prior to on-boarding and that the aggregator shall maintain a written record of such verification. To facilitate this verification process, specific procedures and requirements for police verification may be notified by the Director General of Police, Maharashtra, from time to time.

(*viii*) That a valid contract is executed between the aggregator and the driver in English and in the language understood by the driver, including in the language of Marathi, specifying the terms and conditions applicable for on-boarding and operating vehicles. The standard terms and conditions shall be made available online by the aggregator on its website:

Provided that the compliance with above conditions mandatory for the entire duration of on boarding and such compliance shall remain co-terminus with the licence granted by the aggregator.

(*ix*) The driver is resident of Maharashtra State for atleast 5 years before on boarding..

(*2*) For the welfare of drivers, the aggregator shall ensure compliance with the following conditions, namely:—

(*i*) Conducting Refresher Training Programme as prescribed in clause *(ee)* of rule 2 at the time of renewal of driver's license. Record of such training sessions shall be documented and preserved for at least one year. The Aggregator shall collaborate and partner with any specialized institution, as provide under sub-rule (*3*) of rule 9 for conduct of such training.

(*ii*) Implementing a mechanism in the App for rating of Driver by rider with respect to a ride availed on the App, indicative of the Rider's experience of the ride and driver's etiquette. The same shall be applicable to the Driver's rating for a rider. Drivers maintain an average rating of two stars or below out of five, or an equivalent threshold on any other rating scale during any financial half-year, shall be mandatorily required to undergo a Remedial Training Programme. Until the successful completion such programme, such drivers shall be temporarily off-boarded. Furthermore, such drivers shall be red-flagged in the system, serving as a cautionary notice to other aggregators about the driver's conduct and performance.

(*iii*) In the event a complaint is registered against the driver by a passenger for violation of provisions of the Act, rules or guidelines, the aggregator shall conduct, an inquiry within a period of three days from the date of the receipt of such complaint is made and no action shall be taken against the driver until completion of such inquiry. The aggregator shall communicate the outcome to the passenger upon its completion.

(*iv*) The aggregator shall ensuring that the driver shall not be logged in for an aggregate of twelve hours on a calendar day. A mandatory break of ten hours for the driver shall be imposed subsequent to any login extending twelve hours.

(*v*) The aggregator shall maintain and examine a digital record of the following documents pertaining to the on-boarded drivers, duly authenticated from SARATHI portal and such other documents as the aggregator may deem fit, including pertaining to the drivers of vehicles (pursuant to due verification with the originals), regularly on the portal of SARATHI:

(*a*) a photograph of the driver;

(*b*) physical copy of the driving licence;

(*c*) present residential address along with proof as prescribed under rule 4 of Central Motor Vehicle Rules, 1989 and rule 5 of Maharashtra Motor Vehicle Rules, 1989;

(*d*) RBI compliant KYC bank account details;

(*e*) self-attested copies of EIC card or Aadhaar card or PAN card;

(*f*) name and addresses with contact information to emergency contacts;

(*g*) enabling the drivers to operate with multiple aggregators:

Provided that, each aggregator shall comply with the requirements and driver training programmes relevant to each aggregator.

(*vi*) The aggregator shall ensure that, upon termination or expiry of the Service Provider Contract with a driver, all equipment, brand stickers belonging, identity card or authorization issued to the driver by the aggregator is withdrawn.

(*vii*) The aggregator shall monitor from time to time that the driver adheres to the conditions in rule 20 and rule 21 of the Maharashtra Motor Vehicle Rules, 1989 and take corrective action accordingly.

11. *On-boarding and Off-boarding of driver and vehicle.*—(*1*) Notwithstanding anything contained in clause (ii) of sub-rule (2) of rule 10, where a driver-related complaint is reported by a rider to the Transport Authority or Licensing Authority, the Transport Authority or the Licensing Authority not below the rank of Assistant Regional Transport Officer may direct the aggregator to off-board the driver from the app or may directly off-board the driver from the app. The driver so off-boarded may contest the decision of licencing authority to the Regional Transport Officer (RTO). The RTO shall take the decision within ten days. Aggregator shall provide necessary login credentials or access, as may be required to the Transport Authority or the Licensing Authority, for the purposes of implementation of such order.

(*2*) Notwithstanding anything contain in these Rules, where a vehicle-related complaint is reported by a rider to the Transport Authority or Licensing Authority, the Transport Authority or the licensing authority not below the rank of Assistant Regional Transport Officer may direct aggregator to off-board the vehicle from the app or may directly off-board the vehicle from the app. The permit holder of the vehicle so off-boarded may contest the decision of licencing authority to the Regional Transport Officer (RTO). The RTO shall take the decision within 10 days. Aggregator shall provide necessary login credentials or access to the Licencing Authority or Transport Authority to enable Off-boarding and On-boarding the vehicle from the app.

(*3*) If at any point of time action is been taken against driver by aggregator and if driver is arrived by such decision then he may approach concerned RTO for redressal of the grievance. Such grievance has to be heard with 7 days by an officer not below the rank of Assistant Regional Transport Officer and till the final order the action taken against such driver be stayed.

12. *Permit*.**—** The aggregator shall ensure that all the motor vehicles attached with on boarded drivers have an appropriate permit whenever applicable in accordance with the provisions of the Act.

13. *Compliances with regard to vehicles.*- (*1*) The following compliances with regard to a vehicle shall be ensured by an Aggregator as a pre-requisite for the purposes of integration with aggregator namely :—

(*a*) Valid registration of the vehicle;

(*b*) Valid permit, as may be applicable;

(*c*) Valid fitness certificate as obtained under the provisions of the Act;

(*d*) Display the registration mark as in accordance with the provisions of in the Central Motor Vehicles Rules, 1989;

(*e*) Valid third-party or comprehensive insurance;

(*f*) Valid pollution-under-control certificate required under the Central Motor Vehicles Rules, 1989;

(*g*) Compliance with emission norms, namely;-

(*i*) BS IV or above for motor cabs;

(*ii*) BS III or above for other vehicles;

(*iii*) Age restriction as prescribed in the permit shall be applicable and in any case, the vehicle age shall not exceed fifteen years from the date of registration;

(*h*) Compliance with city-specific fuel norms;

(*i*) Updated payment of applicable taxes and other dues;

(*j*) Clearance of pending e-challans applicable to the vehicle prior to integration of such vehicle and regular clearance of e-challans intervals not exceeding two months thereafter;

(*k*) Fitment of Vehicle Location Tracking Device or System, compliant with AIS-140, along-with a panic button, as mandated under rule 125H of the Central Motor Vehicles Rules, 1989 and connected to the control room of the aggregator ensuing an electronic feed from vehicle location tracking device system available at integrated command and control centre established by the Government of Maharashtra, Aggregator on its own to check the functioning of VLTD periodically;

(*l*) Every motor vehicle, other than a motorcycle, shall be equipped with a fire extinguisher of suitable capacity placed inside the vehicle;

(*m*) Every motor vehicle, other than a three-wheeler, motorcycle or bus, shall have the child lock mechanism disabled, in accordance with the applicable law;

(*n*) Every motor vehicle, other than a three-wheeler, motorcycle or bus, shall be provided with an enabled manual override for the central locking system, in accordance with the applicable law;

(*o*) A copy of the driver's licence and the motor vehicle permit, if applicable, shall be displayed inside every motor vehicle, other than a motorcycle, in such manner that the said documents are affixed on the back side of the front seat adjacent to the driver and are clearly visible to the passengers;

(*p*) Every motor vehicle shall be provided with a first-aid kit placed inside the vehicle;

(*q*) No motor vehicle shall be on-boarded by an Aggregator unless,—

(*i*) in the case of auto rickshaws and motor cabs holding a valid permit, the age of the vehicle does not exceed nine years from the date of its registration; and

(*ii*) in the case of rider buses holding a valid permit, the age of the vehicle does not exceed 12 years from the date of its registration.

(*r*) Every Aggregator shall verify and maintain the following documents and records of all motor vehicles on-boarded by it, and shall authenticate such data on a real-time basis on the VAHAN portal, namely :—

(*i*) Certificate of Registration;

(*ii*) Certificate of Fitness;

(*iii*) Permit of the vehicle;

(*iv*) Chassis number and engine number;

(*v*) Commercial insurance policy covering third party risks as prescribed under the Act;

(*vi*) Pollution Under Control Certificate;

(*vii*) Details of pending e-challans prior to on-boarding and proof of their clearance before on-boarding:

(viii) Proof of payment of valid motor vehicle tax, environment tax and road safety cess, as applicable.

(*2*) Every motor vehicle utilized for ride-hailing services may be equipped with a suitable luggage carrier for the convenience of riders, and the availability of such luggage carrier shall be clearly displayed on the ride-booking application at the time of booking.

(*3*) Every Aggregator shall provide, through its application, the facility for the rider to select an air-conditioned or non-air-conditioned ride, and where a rider books an air-conditioned ride, it shall be the duty of the Aggregator to ensure that the cab driver provides air-conditioned service to the passenger.

14. *Compliances with regard to the Aggregator's App and Website.*- (*1*) Every Aggregator shall develop and maintain a website disclosing details of its ownership, registered address, fare structure, contact information for customer services, e-mail address, services offered by it and other relevant details.

(*2*) The mobile application of the Aggregator shall be developed and maintained in compliance with all applicable laws for the time being in force.

(*3*) The App shall be accessible in Marathi, Hindi and English as the primary languages for both riders and drivers; and be designed in such a manner that the destination of the rider shall not be disclosed to the driver until the ride has been accepted.

(*4*) The vulnerabilities and cyber security of the App shall be certified by a cyber security firm duly recognised and empanelled by the Indian Computer Emergency Response Team (CERT-In).

(*5*) The App shall generate and store data relating to journeys, passengers, fares and such other particulars as may be necessary, in accordance with applicable laws, including the provisions of the Digital Personal Data Protection Act, 2023.

(*6*) The Aggregator shall disclose, on its website and in the App upto date particulars relating to-

(*a*) the share of the fare payable to the driver;

(*b*) incentives, if any, provided to the driver;

(*c*) the driver's fare and apportioned fare; and

(*d*) Such other information as may be notified by the Government of Maharashtra.

(*7*) The App shall include a feature enabling passengers to share their live location and journey status until completion of the ride, whereupon such feature shall automatically be disabled.

(*8*) The App shall include special features to ensure accessibility for Divyangjans.

(*9*) The App shall display a clear and high-resolution picture of the driver on-boarded on the App of the aggregator.

(*10*) Every Aggregator shall formulate and implement a policy of zero tolerance towards the use of drugs or alcohol by on-boarded drivers while on duty, and shall—

(*a*) publish such policy and the procedure for lodging complaints in this regard on its website and App;

(*b*) immediately off-board any driver against whom a complaint of violation of the said policy is received, pending inquiry; and

(*c*) Ensure that the suspension of such driver continues until completion of the investigation by the Aggregator.

(*11*) The app shall in no way differentiate between the drivers/vehicles before allocation to ride.

15. *Ride Pooling.*- (*1*) An Aggregator may provide ride pooling facilities to riders, subject to the following conditions, namely:—

(*a*) every rider availing such facility shall have completed the prescribed KYC procedure;

(*b*) such riders shall be travelling along similar routes with varying stoppages; and

(*c*) such arrangement shall be deemed to constitute a virtual contract entered into through the App of the Aggregator.

(*2*) Every female rider availing ride pooling shall be provided with the option to pool exclusively with other female riders, in order to ensure safety and comfort.

(*3*) The ride pooling facility shall operate only within a predefined radius of detour from the original route, as may be determined by the Aggregator:

Provided that, such detour limit shall be clearly communicated to, and consented by, the riders concerned, particularly the first rider specifying the destination.

16. *Regulation of fares.*- (*1*) The standard fare for motor cabs, auto rickshaws and passenger buses, as determined by the Regional Transport Authority (RTA), shall be deemed to be the base fare for customers availing aggregator services.

(*2*) The base fare chargeable shall be for a minimum distance of three kilometers, in order to compensate for dead mileage, including the distance travelled without a passenger and the distance and fuel consumed in picking up the passenger.

(*3*) (*a*) An Aggregator intending to implement surge pricing, as specified in Form I, may vary the fare within a range of twenty-five per cent below to one and a half times above the base fare specified in sub-rule (1).

(*b*) Where an Aggregator operates under a convenience fee model, as specified in Form 1 and as defined in clause (*m*) of rule 2, the rider shall pay a convenience fee, and the Aggregator shall reimburse not less than ninety-five per cent. of the base fair to the driver:

Provided that the total fare, exclusive of convenience fee, tolls, parking charges and goods and services tax (GST), shall not exceed the base fare fixed by the respective Regional Transport Authority(RTA);

Provided further that the fare receipt shall itemize government levies, tolls, parking fees, trip particulars including origin, destination, distance, date and time, base fare, surge pricing factor, and the final amount payable to the driver or permit holder.

(*4*) Under the surge pricing model, the driver shall receive not less than eighty per cent of the total fare, calculated on the basis of the distance travelled. The share of the Aggregator, excluding tolls, parking charges and goods and services tax (GST), shall be clearly specified in the fare receipt along with all other mandatory particulars.

(*5*) The State Government may, by notification, levy an additional charge not exceeding two per cent. of the base fare towards the welfare fund for drivers, as and when such fund is constituted, for the provision of amenities and programmes relating to Aggregator- operated vehicles, which contribute to the reduction of traffic congestion and pollution:

Provided that such amenities and programmes may include, but shall not be limited to, state-sponsored driver welfare schemes, road safety awareness programmes, pollution control initiatives, allotment of parking spaces in proportion in large parking areas for vehicles integrated with Aggregators, provision of electric charging infrastructure, and other related matters.

(*6*) Where the Regional Transport Authority (RTA) has not fixed the fare for city metered taxis or auto rickshaws, the same shall be fixed by the respective RTA within one month from the commencement of these rules:

Provided that, for fixation of fares of different types of taxi cabs, including luxury cabs and All India Tourist Permit cabs, the respective RTA shall fix fares separately based on engine capacity, in three tiers, namely:—

(i) vehicles having engine capacity up to 1250 cc shall be charged at the base fare of city metered taxis;

(ii) vehicles having engine capacity exceeding 1250 cc but not exceeding 2000 cc shall be charged at 1.15 times the base fare;

(iii) vehicles having engine capacity exceeding 2000 cc but not exceeding 2800 cc shall be charged at 1.30 times the base fare.

Provided further that, in the case of high-premium vehicles costing above rupees thirty lakhs, the fare shall be mutually determined between the Aggregator and the customer, irrespective of engine capacity.

Provided also that, in the case of electric vehicles, the fare shall be fixed on the basis of the cost of the vehicle as follows:—

(*i*) vehicles costing less than rupees ten lakhs shall be charged at the base fare applicable to city taxis with engine capacity up to 1250 cc;

(*ii*) vehicles costing above rupees ten lakhs and less than rupees twenty lakhs shall be charged at 1.15 times the base fare;

(*iii*) vehicles costing between above rupees twenty lakhs and less than rupees thirty lakhs shall be charged at 1.30 times the base fare;

(*iv*) vehicles costing above rupees thirty lakhs shall be charged at a fare mutually determined between the Aggregator and the customer.

Explanation.—For the purposes of this rule, the expression "cost of the vehicle" shall have the meaning assigned to it under the Maharashtra Motor Vehicle Tax Act (LXV of 1958), as applicable in the State of Maharashtra, and the cost specified on the VAHAN 4.0 portal shall be the basis for all relevant considerations.

(7) No Aggregator shall compulsorily mandate any other service, including insurance, with a ride. Any such service shall be optional and shall be separately and transparently charged.

17. *Cancellation of Rides.*- (*a*) Where a driver cancels a booking subsequent to accepting a ride on the App, a penalty equivalent to ten per cent. of the total fare, not exceeding rupees one hundred, shall be imposed, and the said amount shall be credited to the user account of the rider on the App.

(*b*) Where a ride is cancelled by a rider on account of non-reporting of the vehicle within ten minutes after the expected reporting time of the vehicle, or where the driver has not reported within ten minutes from the expected scheduled time of arrival, such cancellation shall be deemed to be a cancellation of the ride by the driver. In such case, a penalty of rupees one hundred shall be levied on the driver, and the said amount shall be credited instantly to the user account of the rider on the App:

Provided that, where such dispute is resolved mutually, the complaint shall be deemed to be resolved and no further action shall be required.

Provided further that, this condition shall be prominently displayed by the Aggregator on its website and on the App for the benefit of users.

(*c*) Where a rider cancels a booking subsequent to booking a ride on the App, without a valid reason, a penalty equivalent to five per cent. of the total fare, not exceeding rupees one hundred, shall be imposed, and the said amount shall be credited to the user account of the driver on the App:

Provided that, where such dispute is resolved mutually, the complaint shall be deemed to be resolved and no further action shall be required.

Provided further that, this condition shall be prominently displayed by the Aggregator on its website and on the App for the benefit of users.

(*d*) In the event of a breakdown of a motor vehicle during the course of a ride, the Aggregator shall arrange for an alternative vehicle, within—

(*i*) thirty minutes, where the ride originates or terminates within municipal corporation or council limits; or

(*ii*) sixty minutes, where the ride is an intercity journey exceeding one hundred kilometers, from the time such breakdown is reported either by the rider or the driver, and the fare chargeable for such alternative arrangement shall be the same as agreed upon at the time of the original booking:

Provided that, failure to comply with this sub-rule shall attract a penalty in accordance with Rule 20.

(*e*) The aggregator shall incorporate appropriate functionalities in its App to prevent cancellation of rides by drivers for trips to airports, railway stations and hospitals. Where a driver cancels, or is deemed to have cancelled, a ride to any of the aforesaid locations, a penalty equivalent to five times the penalty specified in clauses (*a*) and (*b*) of this rule shall be imposed.

18. *Sustainable Fleet Management by aggregators.*- Every aggregator shall progressively increase, on a yearly basis, the percentage of electric vehicles and vehicles operating on alternative fuels in its fleet, in such manner as may be specified by the Government. The directives issued by the Government in this regard shall be binding and mandatory upon every Aggregator.

19. *Inclusion of Divyangjan Fleet.*- Every aggregator shall include in its fleet such number of motor vehicles adapted for use by persons with disabilities, at such time and in such proportion as the State Government may, by order, direct.

20. *Conversion to Electric Mobility*.- Every Aggregator shall mandatorily comply with the targets prescribed for inclusion of electric vehicles in its fleet. Such targets shall be fixed either by the appropriate Government organisation responsible for regulating air quality or by the State Government, as the case may be.

21. *Suspension of aggregator Licence.*- (*1*) The Licence granted to an Aggregator may be suspended, by an order in writing (hereinafter referred to as "Suspension Order"), issued by the Competent Authority, either suo motu or upon receipt of a complaint against the Aggregator, after conducting an inquiry.

(*2*) The period of suspension may extend up to three months.

(*3*) No Suspension Order shall be passed unless the Aggregator has been afforded an opportunity of being heard within ten days from the date of receipt of such complaint or initiation of action.

(*4*) Without prejudice to the generality of the foregoing provisions, the following shall constitute grounds for suspension of a Licence, namely:—

(*i*) failure of the Aggregator to ensure the safety of passengers and/or drivers, including as revealed through reasoned analysis of quarterly rating parameters determined by the State Government;

(*ii*) frequent instances of irregularities in fares charged to passengers, unjustified imposition of dynamic pricing, non-compliance with guidelines for proportionate division of fare between drivers and the Aggregator, or imposition of unsubstantiated charges on drivers;

(*iii*) failure of the Aggregator to comply with obligations contained in the contract with drivers;

(*iv*) failure of the Aggregator to comply with these rules;

(*v*) jeopardising the safety of passengers or the well-being of drivers;

(*vi*) violation of safety standards by the Aggregator resulting in road accidents;

(*vii*) Commission of financial irregularities of a serious nature, as revealed through audit of accounts of the Aggregator; or

(*viii*) any other ground as the Competent Authority may consider fit and appropriate:

Provided that, where the Competent Authority is of the opinion that suspension of the Licence may not be expedient or feasible, it may, instead of suspension, impose upon the Aggregator a monetary penalty not exceeding rupees one crore but not less than rupees one lakh, having regard to the quantum and severity of the infraction.

(*5*) Upon suspension of the Licence, the Aggregator shall immediately cease all operations under the Licence until such suspension is revoked or the period of suspension has expired.

(*i*) Before the expiry of the period of suspension, the Aggregator shall submit to the Competent Authority, an undertaking in writing, affirming that the grounds for suspension, as specified in the Suspension Order, have been duly rectified.

(*ii*) Upon satisfaction, the Competent Authority shall pass an order acknowledging the resolution of the grounds for suspension and the receipt of the undertaking by the Aggregator.

(*iii*) The Aggregator shall thereafter resume operations for a probationary period of not less than two months and not exceeding six months, during which compliance with these rules shall be ensured. Any infraction during the probationary period warranting suspension of the Licence shall result in cancellation of the Licence under rule 22.

(*6*) Where an Aggregator, after obtaining a Licence, is found guilty of, or convicted in, any case registered under the Bharatiya Nyaya Sanhita, 2023, or the Information Technology Act, 2000, the Licence shall be forthwith suspended or cancelled, as the case may be.

22. *Cancellation and Surrender of aggregator Licence.*- (*1*) The Competent Authority may initiate proceedings for cancellation of a Licence granted to an Aggregator where—

(*i*) the Aggregator, having had its Licence suspended within a period of three financial years, commits another infraction under Rule 19 that warrants action for suspension; or

(*ii*) the Aggregator has committed, or caused to be committed, a violation of these rules of such a grievous nature as to endanger the safety or security of passengers or drivers.

In such cases, the Competent Authority shall issue to the Aggregator a notice to show cause as to why the Licence should not be cancelled.

(*2*) The Competent Authority shall, within ten days of issuing the show cause notice under sub-rule (1), provide the Aggregator an opportunity of being heard and shall thereafter, by a reasoned order, decide whether or not to cancel the Licence. A copy of the order of cancellation, where passed, shall also be communicated to other States and to the Central Government.

(*3*) Where a Licence is cancelled, the Aggregator shall immediately cease all operations under the Licence.

(*4*) Upon cancellation of a Licence under sub-rule (2), the Security Deposit furnished by the Aggregator shall stand forfeited.

(*5*) An Aggregator may, at any time, voluntarily surrender its Licence, and upon such surrender, the Security Deposit shall be refunded to the Aggregator after deducting any outstanding dues, if any.

23. *Appeal.*- (*1*) Any Aggregator aggrieved by an order of suspension, cancellation or rejection passed by the Competent Authority may, within thirty days from the date of receipt of such order, prefer an appeal to the State Transport Appellate Tribunal, 9, Hazarimal Somani Marg, Mumbai – 400001, against such order.

(*2*) Every appeal shall be filed in the form of a memorandum setting forth concisely the grounds of appeal and shall be accompanied by—

(*i*) the prescribed fee for appeal as specified in rule 24; and

(*ii*) a copy of the order passed by the Competent Authority.

(*3*) The Appellate Authority shall provide the Aggregator an opportunity of being heard and shall dispose of the appeal within a period of sixty days from the date of filing of the appeal.

(*4*) The Appellate Authority may, while deciding the appeal, pass such order as it deems fit.

24. *Powers and Duties of the Transport Commissioner and Competent Authorities.*—(*1*) The Transport Commissioner, Regional Transport Authority (RTA), or Competent Authority shall have the power to call for such information and documents from Aggregators as may be necessary to ensure compliance with these rules. Such power shall include the authority to investigate drivers who have been off-boarded on multiple occasions, after giving prior written notice.

(*2*) The authorities referred to in sub-rule (1) shall also have the power to conduct investigations of the Aggregator in the manner prescribed in Form I of these rules, for the purpose of effective enforcement thereof.

(*3*) The said authorities shall provide Aggregators access to the VAHAN and SARATHI portals operated by the Ministry of Road Transport and Highways, Government of India, for the purpose of enabling Aggregators to maintain updated records of vehicles and drivers associated with their App.

(*4*) It shall be the duty of the Transport Commissioner, RTA, or Competent Authority to maintain strict confidentiality and secrecy in respect of any documents and information obtained from Aggregators under sub-rule (1) of rule 20, or any other information so requested.

(*5*) The Transport Commissioner, RTA, or Competent Authority may, from time to time, issue such advisories, directions or orders as may be necessary for the proper implementation of these rules.

25. *Mandatory Reporting by Aggregators.*- Every licensed aggregator shall submit to the Competent Authority such annual or periodic reports as may be required, in electronic form, through a secure portal designated by the Competent Authority, in such format as may be prescribed and duly certified by the Competent Authority.

26. *Repeals and Savings.*- (*1*) On the commencement of these rules, all notifications and guidelines issued under section 93 of the Motor Vehicles Act, 1988 shall stand repealed.

(*2*) Notwithstanding such repeal, anything done or any action taken under any of the notifications or guidelines so repealed shall be deemed to have been done or taken under the corresponding provisions of these rules, unless such thing or action is inconsistent with the provisions of these rules.

(*3*) The licences granted to App Aggregators under the repealed provisions shall continue to remain valid for a period of sixty days from the date of commencement of these rules or until such time an application made under these rules is decided by the Competent Authority, whichever is earlier.

(*4*) A pro-rata adjustment of the fees paid for obtaining the earlier licence shall be admissible to the applicant under these rules.

27. *Penalties for Contravention of Rules.*-Any Aggregator who contravenes the provisions of these rules or any regulation or notification made thereunder shall be punishable in accordance with the provisions of section 193 of the Act.

28. *Facilitating Implementation of Electric/Alternative fuel (Such as bio-ethanol) vehicles.*- (*i*) Every Aggregator shall on-board, in its fleet, motor vehicles operating on alternative fuels, including but not limited to electric and bio-ethanol, in such proportion as may be specified by the Government of Maharashtra.

(*ii*) The effective date for compliance with this requirement shall be such date as may be notified by the Government of Maharashtra, and the same may be revised or updated from time to time by notification.

28 A. Change of Law- The provisions of this rules are governed by the applicable laws, sub ordinate legislation, statute, rules, or regulations prevalent at the time of publishing of this rules. In the event of any change in such applicable laws, sub-ordinate legislation, statute, rules or regulations which necessitate modification in any of the provisions of this Rules, the DoT has a right and discretion to modify the provisions of these rules.

For the purpose of interpretation of the "Applicable Law" and "Change of Law" means the Motor Vehicle Act and rule made thereunder.

CHAPTER - III

AGGREGATION OF PRIVATE (NON-TRANSPORT) CARS FOR CARPOOLING

29. *Aggregation of Private cars by Aggregators for Car Pooling.*- (*1*) An Aggregator may aggregate private (non-transport) motor cars for the purpose of providing carpooling services, with a view to reducing traffic congestion, easing the burden on public transportation systems, and mitigating vehicular pollution.

(*2*) An aggregator may be granted authorizations permitting non-transport motor cars to undertake journeys on a daily/weekly / fortnight basis after depositing prescribed fees through the online portal of Transport Department.

(*3*) The on-boarding of drivers by an Aggregator which do not qualify as Carpooling Intermediary under this rule shall be subject to compliance with the provisions and requirements stipulated under these rules.

30. *Rules applicable for aggregation of (Non-Transport) cars for Carpooling.-* Provisions of the rules 2, 4, 5, 6, 7, sub-rules (*b*),(*c*),(*d*),(*e*),(*f*),(*g*),(*i*),(*j*) of rule 8, sub-rule (*4*) of rule 9, sub-rule (*1*) except clause (*vii*) and clauses (*ii*), (*iii*), (*iv*), (*v*), (*vi*) and (*vii*) of sub-rule (*2*) of rule 10, rules 11, clauses (*a*),(*d*),(*e*),(*f*),(*g*),(*h*),(*i*),(*j*),(*p*) and (*r*) of sub-rule (*1*) and sub-rule (*3*) of rule 13, rule 14, sub-rule (*5*) of rule 16, clauses (*a*), (*b*) and (*c*) of rule 17, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 shall apply *mutatis mutandis* for this Chapter.

31. *Conditions for operating as a Carpooling Intermediary.—*

An entity desirous of operating as a Carpooling Intermediary shall comply with the following conditions, namely:—

(a) it shall ensure that every Driver-User listing on the Carpooling Intermediary Platform furnishes a valid identification document prior to undertaking any Carpooling Arrangement;

(b) it shall ensure that every User registered on the Carpooling Intermediary Platform has a profile linked to a verified mobile phone number or e-mail address;

(c) the profile of every User shall include the residential address and office address of such User, and in the case of a Driver-User, the origin and destination of the journey ordinarily undertaken by him in the usual course of his profession or business;

(d) it shall ensure that no User undertakes more than fourteen Carpooling Arrangements in any period of seven days as a Driver-User;

(e) it shall display on the Carpooling Intermediary Platform the details of its registered office, service offerings, customer service contact details, and such other information as may be relevant for the facilitation of a Carpooling Arrangement between Users;

(f) it shall ensure that the terms and conditions governing the use of the Carpooling Intermediary Platform are easily accessible to all Users;

(g) it shall establish a mechanism to block any User reported to have violated the terms and conditions displayed on the Carpooling Intermediary Platform;

(h) it shall enable the Traveler-User and the Driver-User to exchange messages on the Carpooling Intermediary Platform in relation to a proposed journey, prior to finalization of a Carpooling Arrangement;

(*i*) Notwithstanding anything contained in these rules, the Carpooling Intermediary shall not be responsible for the operation or use of the motor car by Users during a Carpooling Arrangement, and no liability shall attach to the Carpooling Intermediary in respect of any non-compliance by Users, including any accident or violation of the terms and conditions prescribed by the Carpooling Intermediary.

32. *Conditions for Listing.-* (*a*) A Driver-User shall ensure that a valid third-party insurance certificate and a comprehensive insurance policy certificate, including add-on cover for the motor car, have been obtained for the purpose of undertaking a Carpooling Arrangement.

(*b*) A Driver-User shall ensure that no transport vehicle is used for any Listed Journey.

(*c*) A Driver-User shall ensure that the Carpooling Intermediary Platform is not used for the purpose of commercial transportation.

(*d*) A Driver-User shall ensure that the Carpooling Intermediary Platform is not used for undertaking journeys requiring special permits under the Act.

33. *Conditions for a Carpooling Arrangement.*- (*a*) *Conditions of Carpooling Arrangement and Cost of Ride*.- A journey undertaken by a Driver-User in a motor car accompanied by one or more Traveler-Users shall be classified as a Carpooling Arrangement if, and only if,—

(*i*) such arrangement is facilitated exclusively through a registered Carpooling Intermediary Platform and does not originate from any form of solicitation by the Driver-User or any other person for hire on roads, parking areas, or public stands designated for public service vehicles under Part V of the Act; and

(*ii*) the remuneration, if any, provided by the Traveler-User or Users to the Driver-User is solely by way of reimbursement of expenses incurred during the journey, without any element of profit.

(*b*) *Equitable Allocation of Travel Expenses*.—

(*i*) No Carpooling Intermediary shall implement surge pricing in respect of a Carpooling Arrangement.

(*ii*) The share of the cost of the ride payable by each individual Traveler-User shall not exceed twenty-five per cent of the cost of the ride, and where there are multiple Traveler-Users, the aggregate contribution shall not exceed fifty per cent of the cost of the ride, as defined in rule 2(c) of these rules.

(*c*) *Exclusivity of Carpooling Arrangement.*- A Carpooling Arrangement shall be distinct and independent, and shall not form part of, or be incidental to, any other commercial arrangement, so as to preserve its non-commercial nature.

34. *Determination of cost under a Carpooling Arrangement.*-

(*a*) A Driver-User shall not derive any profit from a Carpooling Arrangement and may only be defrayed for a part of the cost of such Carpooling Arrangement.

(*b*) An Aggregator or Carpooling Intermediary Platform may charge a service fee for facilitating a Carpooling Arrangement:

Provided that, such service fee shall be disclosed as a separate component, in addition to the cost of each journey, on the Carpooling Intermediary Platform prior to the Traveler-User and Driver-User entering into a Carpooling Arrangement.

35. *Non-Compliance of the Rules by the aggregator or Carpooling Intermediary.*- (*a*) Where any Aggregator or Carpooling Intermediary fails to comply with the provisions of these rules, the Competent Authority shall serve upon such Aggregator or Carpooling Intermediary a notice specifying the violation.

(*b*) Where the Aggregator or Carpooling Intermediary fails to rectify the violation within thirty days from the date of receipt of such notice, it shall be punishable in accordance with the provisions of section 193 of the Motor Vehicles Act, 1988.

36. Designated Portal – The Transport Commissioner, Maharashtra State shall develop a State Portal for real time monitoring of the vehicles on boarded on aggregator platform including separate provision on portal for information of vehicle plying in the State of Maharashtra.

Place :

Date :

Signature of the Competent Authority.

FORM I

[*See Rule 4 (1)*]

Application for Grant of License for Aggregator

To,

The *[Designation]*,

***[Name of State]* Competent Authority,**

[Name of City]

I, the undersigned hereby apply for grant of a License for operation as an Aggregator under the Maharashtra Motor Vehicle Aggregator Rules, 2026, for

A. Based on surge pricing or, ☐

B. Based on convenience fee ☐

C. Private Car Pooling ☐

(Tick which is applicable)

1.	Name in full	
2.	Address of the registered office in Maharashtra	
3.	Number of branches and addresses, if any	
4.	a. If a registered company, enclose a copy of certificate of incorporation / registration along with a copy of memorandum of association. b. If a firm, enclose a copy of certificate of registration of the firm.	
5.	Name and contact details of Key Managerial Personnel or Authorized Signatory	1. 2. 3.
6.	Telephone number, website address and Email ID	
7.	Number of (type of vehicle} proposed to be operated. (Enclose a separate list containing vehicle numbers and permit particulars of each vehicle)	
8.	Details of GPS/ GPRS facility	
9.	Details of other infrastructure	
10.	Details of returns filed in the last three years. Enclose copies of financial statements of last three years	
11.	Details of fee paid	
12.	Details of Security Deposit by way of Bank Guarantee in favour of Competent Authority	

I hereby declare that the information given above and other documents enclosed herewith are true to the best of my knowledge. I understand that if any information is found to be incorrect at

any point of time, the Licence granted to me is liable to be cancelled, besides initiating other legal action/actions against me. I have gone through the provisions of the Maharashtra Motor Vehicle Aggregator Rules 2026, I accept and agree to abide by the same and the reference statues and rules mentioned herein.

Place :

Date :

Signature of the Applicant/Authorized Signatory
(along with company seal, as applicable).

FORM II

[*See Rule 4(7)*]

Application for the Renewal of License for Aggregator

To,

The *[Designation],*

***[Name of State]* Competent Authority,**

[Name of City]

I, the undersigned hereby apply for grant of a License for operation as an Aggregator under the Maharashtra Motor Vehicle Aggregator Rules, 2026.

1.	Name in full	
2.	Address of the registered office in Maharashtra	
3.	Number of branches and addresses, if any	
4.	If a registered company, enclose a copy of certificate of incorporation / registration along with a copy of memorandum of association. If a firm, enclose a copy of certificate of registration of the firm.	
5.	Name and contact details of Key Managerial Personnel or Authorized Signatory	1. 2. 3.
6.	Telephone number, website address and Email ID	
7.	Number of (type of vehicle) proposed to be operated. (Enclose a separate list containing vehicle numbers and permit particulars of each vehicle)	
8.	Details of GPS/ GPRS facility	
9.	Details of other infrastructure	
10.	Details of returns filed in the last three years. Enclose copies of financial statements of last three years	
11.	Details of license: License Number No. of suspensions, if any, and details thereof	
12.	Details of fee paid	
13.	Details of Security Deposit by way of Bank Guarantee in favour of Competent authority	

I hereby declare that the information given above, and other documents enclosed herewith are true to the best of my knowledge. I understand that if any information is found to be incorrect at any point of time, the Licence granted to me is liable to be cancelled, besides initiating other legal action/actions against me. I have gone through the provisions of the Maharashtra Motor Vehicle Aggregator Rules 2026, I accept and agree to abide by the same and the reference statues and rules mentioned herein.

Place:

Date:

Signature of the Applicant/Authorized Signatory
(along with company seal, as applicable)

FORM III

[*See Rule 4(5)*]

License for an Aggregator

Mr./Mrs./M/s. [ ] is hereby licensed to operate as an Aggregator under the Motor Vehicles Act, 1988 in compliance with directions stipulated under the Maharashtra Motor Vehicle Aggregator Rules 2026.

1.	Name of the Aggregator (in full)	
2.	Address of the registered office in Maharashtra	
3.	Addresses of the branches	
4.	Telephone number, website address and email id	
5.	Number of auto rickshaw / e-rickshaw/ motor cab/ motorcycle or bus (as per the list enclosed by the Aggregator in Form I/II, as maybe applicable)	
6.	Particulars of the manner in which the Aggregator shall funtion	
7.	Details of fee paid	
8.	Details of bank guarantee	
9.	Unique License Identification Number (ULIN)	
10.	Validity Period (From.....To.....)	

The Licensee shall observe all the conditions contained in the Maharashtra Motor Vehicle Aggregator Rules 2026.

Place:

Date: Signature of the Competent Authority

FORM IV

[*See Rule 4(10)*]

Application for the issue of Duplicate License

To,

The *[Designation]*,

***[Name of State]* Competent Authority,**

[Name of City]

Sir /Madam,

The Licence issued to [Name of the Licensee] having ULIN-..... originally issued under rule 4(*5*) of the Maharashtra Motor Vehicle Aggregator Rules 2026 bearing No. [ ] has been lost/destroyed/completely written off /soiled/torn/ mutilated in the following circumstances.

I/We hereby declare that to the best of my/our knowledge the Licence has not been suspended or cancelled under the provisions of the Act or rules made thereunder and the circumstances explained above are true.

I/We do hereby apply for the issue of a duplicate Licence.

The written off / soiled/ torn / mutilated Certificate of registration is enclosed/ Copy of the FIR filed against the loss of the Licence is enclosed.

Place:

Date:

Signature of the Applicant/ Authorized Signatory
(along with company seal, as applicable)

Place:

Date:

Signature of the Competent Authority.

By order and in the name of the Governor of Maharashtra,

CHETAN NIKAM,
Deputy Secretary to Government.

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